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11 **IN THE UNITED STATES DISTRICT COURT FOR**
12 **SOUTHERN DISTRICT OF CALIFORNIA**

13 JESSE MEYER, an individual, on his own
14 behalf and on behalf of all others similarly
situated,

15 Plaintiff,

16 v.

17 PORTFOLIO RECOVERY
18 ASSOCIATES, LLC, a Delaware limited
19 liability company, and DOES 1-100,
inclusive,

20 Defendants.

No. 11-cv-01008-AJB-RBB

**STIPULATED PROTECTIVE ORDER –
AS MODIFIED BY THE COURT**

21 **1. PURPOSES AND LIMITATIONS**

22 Disclosure and discovery activity in this action are likely to involve production of
23 confidential, proprietary, or private information for which special protection from public
24 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
25 Accordingly, the parties hereby stipulate to and petition the court to enter the following
26 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket
27 protections on all disclosures or responses to discovery and that the protection it affords from
28

1 public disclosure and use extends only to the limited information or items that are entitled to
 2 confidential treatment under the applicable legal principles. The parties further acknowledge, as
 3 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file
 4 confidential information under seal.

5 **2. DEFINITIONS**

6 **2.1 Challenging Party:** a Party or Non-Party that challenges the designation of
 7 information or items under this Order.

8 **2.2 “CONFIDENTIAL” Information or Items:** information (regardless of how it is
 9 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
 10 of Civil Procedure 26(c).

11 **2.3 Counsel (without qualifier):** Outside Counsel of Record and House Counsel (as
 12 well as their support staff).

13 **2.4 Designating Party:** a Party or Non-Party that designates information or items that
 14 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

15 **2.5 Disclosure or Discovery Material:** all items or information, regardless of the
 16 medium or manner in which it is generated, stored, or maintained (including, among other things,
 17 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
 18 responses to discovery in this matter.

19 **2.6 Expert:** a person with specialized knowledge or experience in a matter pertinent
 20 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as
 21 a consultant in this action.

22 **2.7 House Counsel:** attorneys who are employees of a party to this action. House
 23 Counsel does not include Outside Counsel of Record or any other outside counsel.

24 **2.8 Non-Party:** any natural person, partnership, corporation, association, or other
 25 legal entity not named as a Party to this action.

26 **2.9 Outside Counsel of Record:** attorneys who are not employees of a party to this
 27 action but are retained to represent or advise a party to this action and have appeared in this
 28 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of

1 that party.

2 **2.10 Party:** any party to this action, including all of its officers, directors, employees,
3 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

4 **2.11 Producing Party:** a Party or Non-Party that produces Disclosure or Discovery
5 Material in this action.

6 **2.12 Professional Vendors:** persons or entities that provide litigation support services
7 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
8 organizing, storing, or retrieving data in any form or medium) and their employees and
9 subcontractors.

10 **2.13 Protected Material:** any Disclosure or Discovery Material that is designated as
11 "CONFIDENTIAL."

12 **2.14 Receiving Party:** a Party that receives Disclosure or Discovery Material from a
13 Producing Party.

14 **3. SCOPE**

15 The protections conferred by this Stipulation and Order cover not only Protected Material
16 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
17 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
18 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
19 However, the protections conferred by this Stipulation and Order do not cover the following
20 information: (a) any information that is in the public domain at the time of disclosure to a
21 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as
22 a result of publication not involving a violation of this Order, including becoming part of the
23 public record through trial or otherwise; and (b) any information known to the Receiving Party
24 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who
25 obtained the information lawfully and under no obligation of confidentiality to the Designating
26 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

27 **4. DURATION**

28 Even after final disposition of this litigation, the confidentiality obligations imposed by

1 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
 2 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
 3 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after
 4 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this
 5 action, including the time limits for filing any motions or applications for extension of time
 6 pursuant to applicable law.

7 **5. DESIGNATING PROTECTED MATERIAL**

8 **5.1 Exercise of Restraint and Care in Designating Material for Protection.** Each
 9 Party or Non-Party that designates information or items for protection under this Order must take
 10 care to limit any such designation to specific material that qualifies under the appropriate
 11 standards. The Designating Party must designate for protection only those parts of material,
 12 documents, items, or oral or written communications that qualify – so that other portions of the
 13 material, documents, items, or communications for which protection is not warranted are not
 14 swept unjustifiably within the ambit of this Order.

15 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
 16 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
 17 unnecessarily encumber or retard the case development process or to impose unnecessary
 18 expenses and burdens on other parties) expose the Designating Party to sanctions.

19 If it comes to a Designating Party's attention that information or items that it designated
 20 for protection do not qualify for protection, that Designating Party must promptly notify all other
 21 Parties that it is withdrawing the mistaken designation.

22 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this
 23 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
 24 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
 25 designated before the material is disclosed or produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic documents, but
 28 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing

1 Party affix the legend “CONFIDENTIAL” to each page that contains protected material. If only
 2 a portion or portions of the material on a page qualifies for protection, the Producing Party also
 3 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
 4 margins).

5 A Party or Non-Party that makes original documents or materials available for inspection
 6 need not designate them for protection until after the inspecting Party has indicated which
 7 material it would like copied and produced. During the inspection and before the designation, all
 8 of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the
 9 inspecting Party has identified the documents it wants copied and produced, the Producing Party
 10 must determine which documents, or portions thereof, qualify for protection under this Order.
 11 Then, before producing the specified documents, the Producing Party must affix the
 12 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a portion or
 13 portions of the material on a page qualifies for protection, the Producing Party also must clearly
 14 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

15 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
 16 Designating Party identify on the record, before the close of the deposition, hearing, or other
 17 proceeding, all protected testimony.

18 (c) for information produced in some form other than documentary and for any other
 19 tangible items, that the Producing Party affix in a prominent place on the exterior of the
 20 container or containers in which the information or item is stored the legend
 21 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,
 22 the Producing Party, to the extent practicable, shall identify the protected portion(s).

23 **5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent failure to
 24 designate qualified information or items does not, standing alone, waive the Designating Party’s
 25 right to secure protection under this Order for such material. Upon timely correction of a
 26 designation, the Receiving Party must make reasonable efforts to assure that the material is
 27 treated in accordance with the provisions of this Order.

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a designation of
3 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
4 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
5 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
6 challenge a confidentiality designation by electing not to mount a challenge promptly after the
7 original designation is disclosed.

8 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute resolution
9 process by providing written notice of each designation it is challenging and describing the basis
10 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
11 notice must recite that the challenge to confidentiality is being made in accordance with this
12 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in
13 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
14 forms of communication are not sufficient) within 14 days of the date of service of notice. In
15 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
16 designation was not proper and must give the Designating Party an opportunity to review the
17 designated material, to reconsider the circumstances, and, if no change in designation is offered,
18 to explain the basis for the chosen designation. A Challenging Party may proceed to the next
19 stage of the challenge process only if it has engaged in this meet and confer process first or
20 establishes that the Designating Party is unwilling to participate in the meet and confer process in
21 a timely manner.

22 **6.3 Judicial Intervention.** If the Parties cannot resolve a challenge without court
23 intervention, the Designating Party shall file and serve a motion to retain confidentiality within
24 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet
25 and confer process will not resolve their dispute, whichever is earlier. Each such motion must be
26 accompanied by a competent declaration affirming that the movant has complied with the meet
27 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to
28 make such a motion including the required declaration within 21 days (or 14 days, if applicable)

1 shall automatically waive the confidentiality designation for each challenged designation. In
 2 addition, the Challenging Party may file a motion challenging a confidentiality designation at
 3 any time if there is good cause for doing so, including a challenge to the designation of a
 4 deposition transcript or any portions thereof. Any motion brought pursuant to this provision must
 5 be accompanied by a competent declaration affirming that the movant has complied with the
 6 meet and confer requirements imposed by the preceding paragraph.

7 The burden of persuasion in any such challenge proceeding shall be on the Designating
 8 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
 9 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
 10 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
 11 file a motion to retain confidentiality as described above, all parties shall continue to afford the
 12 material in question the level of protection to which it is entitled under the Producing Party's
 13 designation until the court rules on the challenge.

14 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

15 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is disclosed
 16 or produced by another Party or by a Non-Party in connection with this case only for
 17 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
 18 disclosed only to the categories of persons and under the conditions described in this Order.
 19 When the litigation has been terminated, a Receiving Party must comply with the provisions of
 20 section 13 below (FINAL DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a location and
 22 in a secure manner that ensures that access is limited to the persons authorized under this Order.

23 **7.2 Disclosure of "CONFIDENTIAL" Information or Items.** Unless otherwise
 24 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
 25 disclose any information or item designated "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
 27 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
 28 information for this litigation and who have signed the "Acknowledgment and Agreement to Be

Bound” that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to

1 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;
2 and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
4 Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with the
6 subpoena or court order shall not produce any information designated in this action as
7 “CONFIDENTIAL” before a determination by the court from which the subpoena or order
8 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party
9 shall bear the burden and expense of seeking protection in that court of its confidential material –
10 and nothing in these provisions should be construed as authorizing or encouraging a Receiving
11 Party in this action to disobey a lawful directive from another court.

12 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
13 **THIS LITIGATION**

14 (a) The terms of this Order are applicable to information produced by a Non-Party in
15 this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
16 connection with this litigation is protected by the remedies and relief provided by this Order. The
17 protections in this Order are permissive: nothing in these provisions should be construed as
18 prohibiting a Non-Party from seeking additional protections, from asserting that this Order does
19 not provide sufficient protection, and/or from asserting that information is not relevant or
20 otherwise not discoverable.

21 (b) In the event that a Party is required, by a valid discovery request, to produce a
22 Non-Party’s confidential information in its possession, and the Party is subject to an agreement
23 with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

24 1. promptly notify in writing the Requesting Party and the Non-Party that some or
25 all of the information requested is subject to a confidentiality agreement with a Non-Party;

26 2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in
27 this litigation, the relevant discovery request(s), and a reasonably specific description of the
28 information requested; and

1 3. make the information requested available for inspection by the Non-Party.

2 (c) If the Non-Party fails to object or seek a protective order from this court within 14
3 days of receiving the notice and accompanying information, the Receiving Party may produce
4 the Non-Party's confidential information responsive to the discovery request. If the Non-Party
5 timely seeks a protective order, the Receiving Party shall not produce any information in its
6 possession or control that is subject to the confidentiality agreement with the Non-Party before a
7 determination by the court. The purpose of this provision is to alert the interested parties to the
8 existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to
9 protect its confidentiality interests in this court. Absent a court order to the contrary, the Non-
10 Party shall bear the burden and expense of seeking protection in this court of its Protected
11 Material.

12 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
14 Material to any person or in any circumstance not authorized under this Stipulated Protective
15 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
16 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
17 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
18 made of all the terms of this Order, and (d) request such person or persons to execute the
19 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

20 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
21 **PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain inadvertently
23 produced material is subject to a claim of privilege or other protection, the obligations of the
24 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
25 provision is not intended to modify whatever procedure may be established in an e-discovery
26 order that provides for production without prior privilege review. Pursuant to Federal Rule of
27 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
28 communication or information covered by the attorney-client privilege or work product

1 protection, the parties may incorporate their agreement in the stipulated protective order
2 submitted to the court.

3 **12. MISCELLANEOUS**

4 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any person to
5 seek its modification by the court in the future.

6 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this Protective
7 Order no Party waives any right it otherwise would have to object to disclosing or producing any
8 information or item on any ground not addressed in this Stipulated Protective Order. In
9 particular, neither the Parties nor Non-Parties waive any objection with respect to the right to
10 privacy of Non-Parties nor do the Parties waive the right to challenge any objection on privacy or
11 other grounds. Similarly, no Party waives any right to object on any ground to use in evidence of
12 any of the material covered by this Protective Order.

13 **12.3 Filing Protected Material.** Without a court order secured after appropriate notice
14 to all interested persons, a Party may not file in the public record in this action any Protected
15 Material. Protected Material may only be filed under seal pursuant to a court order authorizing
16 the sealing of the specific Protected Material at issue. There is a presumptive right of public
17 access to court records based upon common law and first amendment grounds.¹ Even where a
18 public right of access exists, such access may be denied by the Court in order to protect sensitive
19 personal or confidential information.² The Court may seal documents to protect sensitive

21 ¹ See *Nixon v. Warner Comm., Inc.*, 435 U.S. 589, 597 (1978); *Globe Newspaper Co. v.*
22 *Superior Court for Norfolk County*, 457 U.S. 596, 603 (1982); *Phillips ex rel. Estates of Byrd v.*
General Motors Corp., 307 F.3d 1206, 1212 (9th Cir. 2002).

23 ² Although courts may be more likely to order the protection of the information listed in
24 Rule 26(c)(7) of the Federal Rules of Civil Procedure, courts have consistently prevented
25 disclosure of many types of information, such as letters protected under attorney-client privilege
26 which revealed the weaknesses in a party's position and was inadvertently sent to the opposing
27 side, see *KL Group v. Case, Kay, and Lynch*, 829 F.2d 909, 917-19 (9th Cir.1987); medical and
28 psychiatric records confidential under state law, see *Pearson v. Miller*, 211 F.3d 57, 62-64 (3d
Cir.2000); and federal and grand jury secrecy provisions, see *Krause v. Rhodes*, 671 F.2d 212,
216 (6th Cir.1982). Most significantly, courts have granted protective orders to protect
confidential settlement agreements. See *Hasbrouck v. BankAmerica Housing Serv.*, 187 F.R.D.
453, 455 (N.D.N.Y.1999); *Kalinauskas v. Wong*, 151 F.R.D. 363, 365-67 (D. Nev.1993).

1 information, however, the documents to be filed under seal will be limited by the Court to only
 2 those documents, or portions thereof, necessary to protect such sensitive information.

3 No items will be filed under seal without a prior application to, and order from, the judge
 4 presiding over the hearing or trial. Only when the judge presiding over the hearing or trial
 5 permits filing an item or items under seal may confidential material filed with the Court be filed
 6 in a sealed envelope or other container marked on the outside with the caption of this action and
 7 the following statement:

8 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER”

9 If any person fails to file protected documents or information under seal, any party to this lawsuit
 10 may request that the Court place the filing under seal.

11 Whenever the Court grants a party permission to file an item under seal, a duplicate
 12 disclosing all nonconfidential information shall be filed and made part of the public record. The
 13 item may be redacted to eliminate confidential material from the public document. The public
 14 document shall be titled to show that it corresponds to an item filed under seal, e.g., “Redacted
 15 Copy of the Sealed Declaration of John Smith in Support of Motion for Summary Judgment.”
 16 The sealed and redacted documents shall be filed simultaneously.

17 Parties seeking a sealing order must provide the Court with: 1) a specific description of
 18 particular documents or categories of documents they need to protect; and 2) affidavits showing
 19 good cause to protect those documents from disclosure. Where good cause is shown for a
 20 protective order, the court balances the potential harm to the moving party’s interests against the
 21 public’s right to access the court files. Any member of the public may challenge the sealing of
 22 any particular document. *See Citizens First Nat’l Bank of Princeton v. Cincinnati Ins. Co.*, 178
 23 F.3d 943, 944-45 (7th Cir. 1999). If a Receiving Party's request to file Protected Material under
 24 seal is denied by the Court, the Receiving Party may file the information in the public record
 25 unless otherwise instructed by the Court.

26 **13. FINAL DISPOSITION.**

27 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
 28 Receiving Party must return all Protected Material to the Producing Party or destroy such

1 material. As used in this subdivision, “all Protected Material” includes all copies, abstracts,
 2 compilations, summaries, and any other format reproducing or capturing any of the Protected
 3 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
 4 submit a written certification to the Producing Party (and, if not the same person or entity, to the
 5 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all
 6 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has
 7 not retained any copies, abstracts, compilations, summaries or any other format reproducing or
 8 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
 9 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
 10 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work
 11 product, and consultant and expert work product, even if such materials contain Protected
 12 Material. Any such archival copies that contain or constitute Protected Material remain subject to
 13 this Protective Order as set forth in Section 4 (DURATION).

14 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

15 Dated: August 5, 2011

16 By: s/Ethan Preston

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25 *Attorneys for Plaintiff Jesse Meyer, on*
 26 *his own behalf, and behalf of all others*
 27 *similarly situated*
 28

1 Dated: August 8, 2011

By: s/Jennifer M. Robbins (with consent)

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*Attorneys for Defendant Portfolio Recovery
Associates, LLC*

10
11 Certification regarding signature: I hereby attest that the forgoing signatory to this document has
approved its content.

12 By: s/Ethan Preston

Email: ep@eplaw.us

13
14 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

15 Dated: August 18, 2011

By: 
The Honorable Ruben B. Brooks
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of

[print or type full address],
declare under penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Southern District of
California on [date] in the case of *Meyer v. Portfolio Recovery Associates, LLC*, No. 11-cv-
01008-AJB-RBB. I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose
in any manner any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Southern District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name], of

[print or type full address
and telephone number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

[printed name]

Signature: _____

[signature]

CERTIFICATE OF SERVICE

Pursuant to 28 U.S.C. § 1746, I hereby certify that I served the attached Stipulated Protective Order in the foregoing case upon the parties listed below, together with this Certificate of Service to be served, by causing the foregoing document to be transmitted to the Electronic Filing System in the manner prescribed by the Court's Administrative Policies and Procedures Manual on the date below:

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